

SOCIOECONOMIC PROGRAMS

1. I retrieved the presolicitation conference Q&As and was extremely disappointed to see (under question 7, Socio-Economic Programs) that the decision has been made to use a \$5 million small business size standard in the final RFP. This eliminates our company from small business consideration. We have been marketing ourselves to some of the potential primes as a small business, which I believe we truly are even though we're over \$5 million a year in revenue. Can one still plead for an increase in the size standard from \$5 million in the final RFP? How was the decision made? Is there someone else we should talk to? Any discussion or comments you could offer on this topic would be greatly appreciated.
2. L "Attachment C" B. 1. The sample shows a section for the planned Subcontractor for a certain type of product or service. It seems that listing the subcontractors at this stage of the proposal would limit the number of small business that will be eligible for participation.

Answer to 1 & 2: We used Federal Acquisition Regulations (FAR Part 19 (48 CFR 19, and 13 CFR 121) to determine that for primes and teammates (for activities covered by SIC code 8744) the small business size is \$5M. The small business size for subcontracts can be determined similarly. That is, determine which SIC code applies to the subcontracted effort, and then determine what the small business criterion is for that SIC code. SIC codes can be found in 13 CFR 121.201 at the following website:

http://www.access.gpo.gov/nara/cfr/waisidx_99/13cfr121_99.html.

3. Section L – 20 Small Business Size Standards and Set Asides
Please make available current M&O SB and SDB plan and the list of current SB, SDB's, 8a and WOBs.

Answer: The incumbent M&O Small Business and Small Disadvantaged Business Plan will be made available on the Internet. As we lack privity of contract with the M&O's subcontractors, we would not ordinarily obtain and release a list of the M&O's current SB, SDB's, 8a's and WOBs.

4. It would be useful if DOE could indicate a range for the use of small and small disadvantaged business.

Answer: Offeror's will be evaluated on their ability to achieve the Small Business Subcontracting Plan (SBSP) goals. DOE's goals are as follows: 46 percent of their subcontracting base for awards to small business firms; 12 percent to small disadvantaged businesses including 8(a); 5 percent to women-owned small businesses; and 1.5 percent to HUBZone businesses.

5. H.5 In reference to small, and small disadvantaged business participation targets, should this read small and small disadvantaged business participation? Are targets in connection with small disadvantaged businesses?

Answer: This clause should just refer to Small Disadvantaged Business participation targets and not Small Business participation targets. As such, the final RFP will be changed to reflect this.

6. L.4 (3) Please confirm that when asking for a description of our approach to achieve small, small disadvantaged, and women-owned small business targets that you are actually talking about the goals in connection with the Small Business Subcontracting Plan vs. the targets for small disadvantaged business.

Answer: Correct. The Final RFP will be changed to read as follows:

“(3) The Offeror shall describe its approach to providing integrated business management and support functions (e.g., procurement, budget, training, human resources, legal, information resources, labor relations, management controls, safeguards and security, property, transportation, public affairs, external communications, and financial and accounting services). The Offeror shall also describe its approach to achieve small, small disadvantaged, HUBZone small business, and women-owned small business goals and small disadvantaged business participation targets.”

7. L.35 Assuming that L4(3) is asking for SB/SDB goals, does DOE want the Small Disadvantaged Business Participation Program Targets addressed in this proposal? If so, where should they be included?

Answer: Yes. The final RFP will be revised to require that the Offeror include in Volume 1, The Offer, of their proposal the proposed Small Disadvantaged Business Participation Program targets.

8. L "Attachment C" A. d. Is the 8(a) Certified Small Business Concerns a requirement of this proposal as it is not part of FAR 52.219.9.

Answer: Yes. As part of this RFP the Offeror is required to submit a Small Business Subcontracting Plan that includes goals for 8(a) Certified Small Business Concerns.

9. Section H.4, page H-4; Section H.5, page H-5; Section J, App. C, page, J-App. C-1; and Section L, Attachment C, page L-41

Minimum Small Business Subcontracting Plan (SBSP) target goals should be prescribed in the final solicitation, i.e. a minimum percentage of 10% of the

total annual contract. Given the Secretary of Energy's recent small business policy, dated February 14, 2000, this value would not seem an unrealistic goal.

Answer: The Source Evaluation Board has not established a percentage for proposed Small Disadvantaged Business Participation Program targets. See the answer to Question No. 4 above for DOE's Small Business goals.

10. Section H.4, page H-4; Section H.5, page H-5; Section J, App. C, page J-App. C-1; and Section L, Attachment C, page L-41

Minimum subcontracting goals may be better expressed in percentages of either of the total annual contract value or subcontracted dollars due to the fact that the "Contractor" structure may have minimal need for any subcontracting, or conversely, they may subcontract a significant portion of the work. For example, a large prime contractor may decide to do 85% of the work itself and a majority of the balance by other large enterprises for another 14% of the work, and leaving only 1% for the SBSP. It is possible that they could claim of their subcontracting plan that 6.7% is contracted via the SBSP, where in fact it is only 1%.

Answer: Per Section L, Attachment C, "Instructions for Small Business Subcontracting Plan," the proposed goals shall be expressed in terms of a percentage of total planned subcontracting dollars.

11. Section H.4, page H-4; Section H.5, page H-5; Section J, App. C, page J-App. C-1; and Section L, Attachment C, page L-41

To ensure fairness and the technical quality of services to the government, the following minimum criteria should be set for small business:

- small business should be qualified in their respective field(s) and have at least 3 years experience in the scope of work they are to be assigned.
- small business cannot be partially owned by any corporation or its affiliates of the "Contractor," i.e., any corporation associated with the prime or other large businesses who may be either subcontracted or make up the corporate entity of the "Contractor."

In addition, due to the nature of this work and qualified companies are limited, a small business entity should not be precluded from being offered or named in one or more proposals. A position to this affect would support DOE's interest in ensuring that quality is not diminished for the sake of trying to meet SB goals.

Answer: The Federal Acquisition Regulations and the Small Business Administration establish the requirements to be classified as a small business. The SEB will not establish additional qualification type standards that a small

business must meet. A small business entity is not precluded from being named or included in more than one proposal.

12. Section L, Attachment C, I. Goals, Paragraph 1, page L-40

Subcontracting plan and goals should be reviewed by DOE and incorporated by letter only if the % award via the SBSP has not been reduced in the fiscal year. If the goals are reduced from prior commitments, then a contract modification should be required with supporting contractor documentation on why SBSP goals have been reduced.

Answer: Both letter and contract modifications require justification and are executed by the Contracting Officer. If award is made without discussion, the Subcontracting Plan, which contains goals, submitted with the Offeror's proposal will be incorporated into the contract. Annual updates will also be incorporated into the contract by contract modification.

QUALITY ASSURANCE

1. (Quality Assurance - Part 1, Section C, Page C-14)

Background

In 1994, the Office of Civilian Radioactive Waste Management Director, Dr. Daniel Dreyfus, requested that an evaluation be performed concerning the QA Program policies, structure, and methods of operation. This study, performed in August of 1994, along with another study, performed in 1996, concluded that it was most beneficial to the OCRWM Program to consolidate all of the quality assurance functions under OCRWM's Office of Quality Assurance. This consolidation of all QA functions was concluded in October of 1997.

Benefits of Consolidation

Some of the benefits of this consolidation as described in the studies and realized through their implementation are noted below :

- (1) Elimination of significant amounts of management infrastructure and redundant functions, and realize a cost savings of \$4.7 million per year. In the first year of consolidation, the annual saving realized in 1995 was 57%, going from a budget of \$25 million to \$10.7 million. Today's current QA budget is approximately \$10 million.
- (2) Significant improvements were realized in real-time day-to-day activities. There was one QA voice with one set of requirements, ensuring consistent application of QA controls.
- (3) Redundancy was eliminated in the overlapping of QA organizations, QA functions, and QA direction, thus simplifying the mystique of QA functions and

activities. Prior to the transition all national labs and the USGS had their own QA Programs.

(4) Integrating part of the QA organization with the line organization provided immediate process assistance to facilitate improvements in the products and deliverables, and mitigation of program deficiencies.

(5) Being self-contained, the present QA organization utilizes the ability to control change and adapt itself as requirements and customer needs change.

(6) Most importantly, next to the cost savings realized, the Nuclear Regulatory Commission, OCRWM's regulator, has noted on several occasions the need to keep current staff due to required independence, personnel expertise, and program complexity.

Question and Comment

Based on the time, effort, and money spent on consolidation, and the benefits realized from the consolidation as described above, it is strongly recommended that the Quality Assurance functions should not be part of the new M&O contract; that the present arrangement utilizing an independent QA entity should be maintained; and that an 8(a) or small business set aside contract should be considered for the existing QA contract recompetition.

2. Comments: The purpose of this note is to provide input relative to the recently issued draft RFP. On page C-15 of the RFP, the first full paragraph indicates that the contractor will perform Quality Engineering and Quality Assurance (QA) functions. This includes, but is not limited to, Contractor procedural reviews; procurement reviews; technical and design document reviews; inspection of in-process and installed items; and nondestructive examination. The contractor will also provide on-site representation at various site locations including National Laboratories and the US Geological Survey (USGS). The DOE (Department of Energy) Office of Civilian Radioactive Waste Management (OCRWM) Office of Quality Assurance (OQA) will retain the responsibility for control of the Quality Assurance Requirements and Description documents, surveillances, audits, and trending of QA program deficiencies.

While the above arrangement has worked acceptably for some organizations, there is evidence that other organizations have had problems with effective implementation and management with such an arrangement. The Nuclear Regulatory Commission was directed by Congress to conduct a study of existing and alternative programs for improving QA and Quality Control (QC) in the construction of nuclear plants. The results of this study were documented in the NRC report to Congress entitled "Improving Quality and the Assurance of Quality in the Design and Construction of Nuclear Plants," (NUREG-1055, dated May 1984). The primary focus of the study was to determine the underlying causes of the occurrence of major quality-related problems in the construction of nuclear plants and the untimely detection and correction of these problems. The

NRC staff concluded that the root cause for the major quality-related problems was the failure or inability to effectively implement a management system that ensured adequate control.

As recently as three years ago, the DOE QA/QC function was fragmented and accomplished by USGS, National Laboratories, and the Management and Operating Contractor (M&O), under different QA manuals, and procedural controls. The previous DOE QA Director at this time initiated efforts to consolidate the QA/QC function into a single entity to support the needs of high-level waste disposal and transportation. The positive aspects of this effort resulted in: 1) a consistent, common, and efficient approach to QA/QC; 2) organizational independence; 3) functional objectivity; and 4) more efficient use and control of resources. Based on the demonstrated effectiveness of the current structured OQA organization, it is strongly emphasized, from a "lessons learned perspective," that the final RFP incorporate definitive provisions to assure the QA/QC organization operates under a single independent management entity as opposed to a "fragmented" entity.

On page C-12 of the RFP, it requires the Contractor to maintain a tracking, trending and reporting system to ensure site compliance with applicable health, safety, and environmental regulation; applicable DOE Orders and Standards; and QA requirements. Trending of QA requirements in this section is a duplicate of the requirement on page C-15 of the RFP for the DOE OCRWM QA to trend all QA program deficiencies. Given the existing excellent trending program now in place within OQA, it would appear prudent to delete the Contractor for trending, and continue to utilize the existing program in place. However, the trending methods employed by OQA could be successfully employed for other program areas by the Contractor.

Answer to 1 & 2: QA functions being integrated into the Management Contract assign accountability to the Management Contractor for implementation of the program. However, the QA program development, management, and independent verification functions are retained by OCRWM. The issues raised about the trending programs will be clarified in the final RFP.

3. Pre-Solicitation Briefing Page 18
Recommend providing flexibility to transition QA Technical Support Services contract to the M&O contract immediately upon award.

Answer: DOE believes it is appropriate to transition the QA functions along with the rest of the M&O functions.

FEE CONCEPT

1. During the Pre-solicitation Conference, it was mentioned several times that the fee would be totally performance based and that performance would be based on

meeting two to four milestones per year. Further the Functional Standards are not fee bearing and must be met to qualify for fee award. However, page 2 of the Proposed Fee Concept published in the draft RFP states the following: "Failure to meet each specific milestone schedule will result in 1) a reduction in the available fee for that level three milestone of 5% for each 5-day period and/or 5% per day for any level 0,1,or 2 milestone impacted; and 2) loss of opportunity to earn fees associated with a successor activity until the late activity is completed." While the approach suggested at the Pre-solicitation Conference appears simple and straightforward, the wording in the RFP suggests otherwise. Could the DOE please clarify the designation of milestones (levels) and indicate the maximum amount of fee that can be lost based on level of milestone.

Answer: The maximum amount of fee that can be lost based on level of milestone is the total amount of fee tied to that specific milestone. See the Strategic System Management Policy, Section 3.0, (Figure 3) for a discussion of the various milestone levels. This document can be found at the following internet address: <http://www.rw.doe.gov/progdocs/SSMP/ssmp.htm>

2. Why are "Surface Facilities" not included in "Primary Milestones"? (page 3: Fees)

Answer: When we update the Project Summary Schedule, we will add the appropriate surface milestone(s) and these will then be available for inclusion in the "Primary Milestone List".

3. Proposed fee concept:

Page 1-Fee structure-comment

Allowance should be made for provisional payments for performance based incentives between the major milestones.

Answer: The SEB will consider your suggestion.

Page 2-Performance based fee pool-comment

The reduction in allowable fee pool of 5%/5 day at level three and 5%/day for levels 0,1,2 milestones do not appear to represent a mutually beneficial risk/reward scenario under likely fee pool scenarios (magnitude or structure).

Answer: The SEB will consider your suggestion.

Page 4- Conditions for change-comment

The performance based milestones can be sensitive to funding level changes much smaller than 10 %. This is particularly important given the comments regarding page 2 above on the performance based fee pool reductions for

milestones and the question below regarding Performance Based Milestones shown on page 5.

Answer: Funding level changes within 10% should be reasonable threshold limits based on the current estimate accuracy and efficiency improvement potentials. Our intent is to significantly increase potential fee to provide the incentive to the Contractor to maintain the key Program milestones, even with minor funding variations.

Page 5- Performance Based Milestones Question

Does DOE plan to mitigate the new contractor's risk in accepting very near term milestones and longer term milestone/funding scenarios developed by another contractor? If so, what are the mitigation strategies?

Answer: The contractor is expected to accept the baselines in place which have been accepted by DOE. If changes are warranted, they will be subject to the change control process.

General: You may also wish to consider sharing of cost savings as a contractor incentive.

Answer: Sharing of cost savings is not precluded, see DEAR 970.5204-87 entitled, "Cost Reduction."

4. Fee Structure: What is the anticipated total available fee pool for each of the 5 contract years? Considering that large increases/decreases in funding are anticipated, will the fee pool be a percentage of yearly budget dollars?

Answer: The fee pool for the five year base period will be specified in the final RFP. The fee pool will not be a percentage of yearly budget dollars.

5. Performance Base Fee Pool: Considering that the SOW for the initial five years will cover a predominance of design/engineering (\$800M) activities, can the contractor expect fee rates commensurate with the work. Please define reductions affecting level 0, 1, or 2 milestones.

Answer: As previously stated by the Source Evaluation Board, we are working to make the fee pool as attractive as possible. Fee is based on complexity and importance of the milestones. The fee policy defines the reductions.

6. Functional Standards: A 9% reduction in funding which is below the threshold for possible renegotiations could result in 100% loss of fee. Define level of potential fee deduction in operations performance.

Answer: We currently have not defined the level of potential fee deduction in operations performance. These standards will be developed during the transition period.

7. Environmental Compliance: When will the quantification table be available?

Answer: This table was provided as an example for illustration purposes only. Functional standards will be developed during the transition period.

8. Conditions for Change: These funding levels are at a very high level, and a 10% reduction in funding based upon the funding profile distributed at the pre-bid could be up to \$100M in activity (in FY06), and could greatly affect completion of an individual deliverable/milestone/product.

Answer: Funding level changes within 10% should be reasonable threshold limits based on the current estimate accuracy and efficiency improvement potentials. Our intent is to significantly increase potential fee to provide the incentive to the Contractor to maintain the key Program milestones, even with minor funding variations.

9. The current average compensation (fee) for the contract (~4-5%) is low for an all-fee-at-risk, totally incentivized contract, whose major workscope (licensing/design) would be compensated at 2-3 times the level normally, compared to the DEAR fee indices.

Answer: The Source Evaluation Board has stated the desire and intent to significantly increase the fee pool. We are aggressively working this issue and the fee identified in the final RFP will reflect this.

10. How will delays to the attainment of milestones caused by reductions in funding levels be accounted for and equitable adjustments made to the fee plan.

Answer: The milestones will be changed through the Change Control Process. Equitable adjustments to the fee pool may be made following the process of establishing the fee pool.

11. Some of the anticipated functional standards will require subjective assessment of contractor performance. What mechanism will allow the contractor to challenge assessment by DOE?

Answer: The functional standards provided were examples for illustration purposes only. The actual functional standard will be established as objectively as possible through discussion with the Management Contractor and will include an opportunity for mitigation.

12. What is the anticipated deduction limit for the 1st contract year, per Section III of Fee Concept?

Answer: This will be established during the transition period.

13. Will the performance objectives and measures referred to on the Page 3 enclosure, business management oversight, be available in the final RFP?

Answer: They will be determined during the transition period and therefore will not be in the final RFP.

14. The potential fee reductions for performance to functional standards is not stipulated or quantified. One could assume or infer that all fee could be lost for poor performance against the functional standards while meeting all milestone schedules and budgets.

Answer: It is not our intent for any contractor to lose all or the majority of the fee. The maximum potential deduction will be determined during transition.

15. Proposed Fee Structure

We like your proposed fee approach. It applies performance incentives with out asking for a discount. Some suggestions follow:

(1) Fee Structure

We suggest that lost fee be reserved and used to incentivize the contractor for the future. That is, the contractor should have, over the lifetime of the contract, the ability to recapture the fee previously lost for a "second bite at the apple". This second chance could be for accelerated milestones or to incentivize activities or actions not previously identified at the beginning of the fiscal year.

Answer: We do not intend to offer a "second bite at the apple" for lost fee through incentives during the fiscal year.

(2) Performance Based Fee Pool

The examples are clear regarding the fee deductions for late achievement of a milestone. We assume that each performance based milestone will be judged on the risk and complexity of the milestone achievement. That is, the schedule spread between full fee achievement and no fee will be defined appropriately for each milestone; a graded approach.

Answer: Correct.

16. Suggest that the Performance Evaluation Management Plan be prepared within six months after the transition period is over. The 3 month transition period will be a

very busy time for the new contractor and the plan will have more meaning if it is prepared after the initial takeover activities are completed.

Answer: We will take this into consideration.

17. Functional standards should include support to the DOE/Yucca Mt. Project Office.

Answer: We will take this into consideration.

18. FEE

Positive Attributes

- Negotiating a fee pool covering the first five years of the contract.
- Establishing a performance measurement system based on objective, measurable performance criteria.
- Allowing for change in fee pool size to recognize funding level change.
- Authorizing fee payment as it is earned for successful completion of objectives.
- Giving credit for self-identification/correction of problems.

Suggested Improvements

- Establish a lower threshold to adjust the size of the fee pool when funding levels change
- Maximize the use of objective performance measurement. Negotiate a quantified fee split between objective and any subjective performance areas covering the first five-year contract period.
- Strengthen the performance based approach by using a positive "pay as earned" methodology for functional activities rather than undermining the performance based concept with a "taking fee back" for functional activities. Establish quantifiable objective criteria for the "functional standards" areas so that performance areas are similarly evaluated.
- Due to the significant milestones early in the first year of the contract, establish a significant Base Fee for the first contract year. This will, also allow development of complete mutual understanding of performance evaluation plan areas and objective performance measurement criteria.

Answers: Thanks for your observations and comments.

19. Proposed Fee Concept, and Section M, subsection M.3, table, page M-5, and subsection M.4 (a) (1), page M-6

Performance to the SBSP should further be criteria with respect to the overall performance fees associated with execution of the contract.

Answer: The SBSP may be considered as a functional standard under the fee concept.

20. Section B, Paragraph B.3 (b), Page B-3
What is the maximum fee percentage allowed by DOE for this procurement?

Answer: It is anticipated that the fee amount will be determined and reflected in the final RFP.

CONTRACT MANAGEMENT STRUCTURE

1. Are there contractors with technical specialties that the DOE would like to have retained on the Project. If so, whom?

Answer: DOE is not requiring any contractors to be retained.

2. Is there a requirement that all teams have exclusive arrangements with their teammates or can one company participate on several teams?

Answer: The RFP does not require that teams have exclusive arrangements with their teammates.

HUMAN RESOURCES

1. Under the provisions of the RFP including, by reference, DOE Order 350.1, is the Contractor expected to assume sponsorship of TRW's Defined Benefit Plan?

Answer: Yes, the selected Offeror is required to assume sponsorship of TRW's Defined Benefit Plan.

2. Is the TRW Defined Benefit Plan a stand alone plan? If no, please provide details of the plan.

Answer: Yes, TRW's Defined Benefit Plan is a stand alone plan. A copy of the TRW Defined Benefit Plan will be posted on the Internet.

3. What is the funding status of the TRW defined Benefit Plan? If underfunded, what are DOE's expectations of the Contractor to return the plan to a fully funded status?

Answer: The TRW Defined Benefit Plan is fully funded.

4. If the Contractor is expected to assume sponsorship of the TRW Defined Benefit Plan, is it DOE's expectation that this plan will be offered as a site benefit to others? Or is it DOE's expectation that the assumption of TRW plan sponsorship by the Contractor shall mean that only former TRW employees will be eligible to participate in the plan?

Answer: The only requirement in the RFP is that the successor contractor has to take over sponsorship of the TRW Defined Benefit Plan, there is no requirement on how the successor contractor has to utilize the plan.

5. Does TRW currently have a "qualified excess pension plan" for any of the employees at Yucca? (reference page 14 of the TRW Contract Appendix A - which is attachment E to the contract).

Answer: Yes, TRW does have a "qualified excess pension plan" for some of the employees at Yucca. However, this plan is not reimbursed by DOE and is not required to transition to the successor contractor.

6. Does TRW have a Defined Contribution Plan? If yes, please provide details of the plan.
7. If TRW has a Defined Contribution Plan, does it have an Employer Match feature of TRW stock? If yes, are there any stipulations concerning disposition of the stock if plan sponsorship is assumed by a successor Contractor?

Answer to 6 & 7: Yes, TRW has a Defined Contribution Plan. However, this is a TRW Corporate sponsored plan and will not be required to transition to the successor contractor.

8. Other than the Defined Benefit Plan, does TRW have any other post employment benefit plans (OPEB's)? If yes, please provide details of the plans.

Answer: The only other post employment benefit plans are retiree medical and retiree life insurance. A description of this plan can be found in Appendix A to the TRW Contract. The current Appendix A to the TRW Contract is referenced in Section L, Attachment A.

9. Are there any other plans, besides TRW's, that the DOE expects the Contractor to assume sponsorship of? If yes, please provide details of the plans.

Answer: No.

10. This question is from a current prime contractor employee. The current prime contract, Appendix A, page 17, states, "Procedures if there is a Successor Contractor when the contract terminates....., the plan participants shall become the responsibility of a successor contractor. Such successor contractor shall become the sponsor of the plan". Based on this and guidance from the Draft RFP, Section H-9, Assumption of Existing Agreements and Subcontracts, and Section H-18, Limitation of Long Term Liability Regarding Personnel Costs, will the current Defined Pension Plan be transferred from the incumbent contractor to the successor contractor for those employees that are transitioned? If not, does DOE

intend to breach its contract and risk a Protest and a Potential Class Action Law Suit?

Answer: The current Defined Benefit Pension Plan will be transferred from the incumbent contractor to the successor contractor.

EVALUATION FACTORS

1. It appears that Human Factors Engineering is not called out as a requirement, or is of very low value, for the follow on YMP M&O contract. It is my understanding that DOE typically requires some focus on human factors engineering, its importance to facility safety, and the design of the facility to optimize human performance. Will Human Factors Engineering be underscored as a high value item in the proposed RFP for YMP?

Answer: No, we do not intend to make Human Factors Engineering a high value item in the RFP.

2. Section M, Pages M-6 and M-7, M.4 a,b,c Question
These evaluation criteria use the term “ability to provide” in most instances. Since the ability to provide a function is dependent to a fair degree on experience and past performance, please clarify what is desired here in the way of experience and past performance, particularly in light of the separate evaluation criteria on experience and past performance. Please also explain what DOE perceives as the major factors in “ability to perform” so that the contractor can be appropriately responsive.
3. Section M - Experience and past performance is shown to be worth just 50 points in the evaluation process. This evaluation approach favors the proposer with the largest proposal budget and best consultant to write the M&I and technical approach (a) 350 points and (b) 350 points, with no tie back to past performance to legitimize offeror’s ability to perform the plan. The following suggested matrix and point value would ensure that the M&I approach and technical approach proposed are backed up by actual performance.

SUGGESTED MATRIX (SECTION M)

EXPERIENCE AND PAST PERFORMANCE (150 POINTS)

Points

Testing (corrosion, heating)

Design (of nuclear surface and subsurface facilities)

NRC licensing/safety analysis

Management and operation of government (DOE) facilities

Design, construction and operation of spent fuel handling and storage system

Data acquisition management, manipulation and modeling experience

Systems engineering and international experience
 Design experience relative to spent fuel and HLW waste packages and cask systems
 Experience with spent fuel and HLW transportation including dealing with stakeholders on the transportation path
 Design of waste (secondary) processing and sterilization system
 Construction/CM of DOE nuclear facilities
 Construction/CM experience for underground facilities
 Past record in ES&H excellence at government facilities

Answer to 2 & 3: “Ability to provide” should take into account the Offeror’s abilities as proposed in this RFP – a look forward depending upon the current staff, teaming arrangements, etc. While experience of an individual company would be relevant, if it were under different circumstances or with different teams, it may or may not be as relevant in providing that same effort on this RFP. Experience and past performance are backward looking at what has been accomplished or conducted and “ability to provide” is forward looking as to what the Offeror can do now and achieve in the future.

4. Although the contractor will be asked to manage and operate government facilities - existing surface and subsurface facilities - this ability is not evaluated in Section M by name, but loosely inferred by reference in the SOW.

Answer: The Statement of Work in the RFP addresses this area and the Contractor’s ability will be evaluated in Section M as specified in Factor 4, item (b), of Technical Approach.

5. Section M, subsection M.3, table, page M-5, and subsection M.4 (a) (1), page M-6

A separate "Evaluation Factor" with some weighted criteria in support of SBSP initiative should be called out in the final solicitation. The draft RFP provides only limited attention to small business involvement along with an unspecified weighted criteria, i.e. less than 50/350 points in the Management and Integration area.

Given the Secretary of Energy's recent small business policy, dated February 14, 2000, a specific "SBSP Evaluation Factor" with % criterion in relative percentage to the Secretary's goals would not seem unrealistic.

Answer: The Small Business Subcontracting Plan (SBSP) goals will be a good candidate for a functional standard and this will be considered during transition as these standards are set.

6. Section M, subsection M.3, table, page M-5, and subsection M.4 (a) (1), page M-6

The DOE should provide either a separate "Evaluation Factor" with some weighted criteria in support of DOE SBSP initiatives in the final solicitation, or in an expanded subsection of the Management and Integration evaluation factors. SBSP evaluation would reward greater points for subcontracting with small business entities with:

- prior project specific experience, not less than 2.5 years over the last 5 years
- a legitimate business structure with fully qualified benefits, etc. i.e., not a conglomeration of independent contractors
- technical project area of expertise (i.e., not limited to generic support, reproduction, or building support services)

Answer: See the Socioeconomic Programs section of these Questions and Answers for additional information regarding Small Business goals and Small Disadvantaged Business Participation Program targets. Also we may evaluate goal and target achievement in the functional standards.

UTILITIES

1. Will an offer from a utility that is NOT in litigation with DOE meet Qualification factor M.6?

Answer: Yes; utilities that are not in litigation with DOE meet the Qualification Factor in Section M.6.

2. The response to utility participation stated that "Although such a utility (in litigation with DOE) would not be eligible to compete as a prime contractor, it is possible that a utility in litigation with DOE could still be a member of a team." Would this allow a utility in litigation with DOE to have a minority interest in an LLC arrangement bidding as a prime contractor?

Answer: No; a utility in litigation with DOE may have no part or interest in a prime contractor, including a minority interest in an LLC arrangement proposing as a prime contractor.

3. Reference Section M (Clause M.6):
Can we assume that an established separate incorporated subsidiary, which is not itself a utility, would not be considered a "utility" under M.6 and that such a separate legal entity would be fully eligible to participate without a mitigation plan as a member of a team in performing work under the new contract?

Answer: A separately incorporated entity, like a subsidiary, would not be considered a utility under the M.6 Qualification Factor clause, and would be eligible to compete as a team member. However, we cannot state at this time whether an OCI mitigation plan would or would not be required. We will follow

FAR Part 9.5, Organizational and Consultant Conflicts of Interest, in identifying potential conflicts of interest and in evaluating the need for a mitigation plan for each proposed offeror and team member.

NATIONAL LABS/USGS

1. We have received several questions and comments about the role and continued use of the national labs and USGS, and their allowable relationships with potential offerors.

Answer: The final RFP will reflect that DOE anticipates the national laboratories and the USGS will continue to support the program through licensing. The work scope for the labs and the USGS after FY 2001 shall be defined by the Management Contractor, consistent with program needs and subject to DOE approval, and the Management Contractor will be expected to integrate their work and to assure program deliverables comply with acceptance criteria. We are removing “at the discretion of the contractor” and “conducted under a separate contractual arrangement”, as these phrases were subject to a wide range of interpretations. The contractual relationship between the labs and DOE will not be altered with this new contract. The labs cannot enter into a formal teaming arrangement with any Offeror.

2. The Department of Energy (DOE), Office of Civilian Radioactive Waste Management (OCRWM), recently issued a draft Request for Proposal (RFP) for a management and operating contractor (M&O) to assist DOE with the continuation of the ongoing Yucca Mountain Project (YMP). On pages C-8 through C-10 in the draft RFP, DOE briefly describes the current roles of the National Laboratories and other participants. In the summary for Lawrence Berkeley National Laboratory (LBNL), the leadership role of LBNL in hydrological testing and monitoring in underground tunnels at Yucca Mountain is omitted. This is a significant omission since LBNL has been a world leader in hydrological testing in underground facilities for over 20 years, starting with the Stripa testing program in Sweden in early 1980s. We therefore ask that you replace your current summary for LBNL on page C-8 with the following paragraph:

“In support of site investigations, the Unsaturated Zone, and Near-Field Environment Process Model Reports, Lawrence Berkeley National Laboratory conducts unsaturated flow and transport modeling, thermal hydrologic modeling activities, geophysics testing, and supports the drift-scale heater test. The laboratory performs *in situ* hydrological testing and monitoring in the Exploratory Studies Facility and in the East-West drift.”

We believe that the above summary better describes the current responsibilities of LBNL in the YMP, and that it is fully comparable in length, and in degree of detail, to the existing summaries describing the responsibilities of other participants.

Answer: We will incorporate the suggested wording.

3. Section C, Page C-7

Will the use of the USGS after fiscal year 2001 also be at the discretion of the Contractor, subject to DOE approval, as is the case with the National Laboratories? Given the DRAFT RFP objectives for performance-based contracting and subcontracting, will the USGS scope of work also be contracted through the M&O?

Answer: The work scope of the USGS will be recommended by the Contractor and approved by DOE. All work scope will be based on Program needs. The DOE will contract directly with the USGS through an Interagency Agreement.

4. Page 7; Section 2.0: The RFP identifies that the National Labs and USGS will be funded by DOE for FY 2001. Are the funding level estimates set for OCRWM support for FY 2001? Those funding levels would be helpful for planning.

Answer: The FY 2001 Congressional Budget shows the following breakout for FY 2001 national lab funding:

| | (Dollars in Thousands) |
|--|------------------------|
| Argonne National Laboratory | \$ 1,933 |
| Lawrence Berkeley Laboratory | \$ 8,680 |
| Lawrence Livermore National Laboratory | \$13,089 |
| Los Alamos National Laboratory | \$ 9,450 |
| Oak Ridge National Laboratory | \$ 348 |
| Pacific Northwest Laboratory | \$ 679 |
| Sandia National Laboratory | \$10,439 |

The table may be found on the Internet at the following URL address:

<http://www.cfo.doe.gov/budget/01budget/nucwaste/nucwaste.pdf> , and is on page 9 of 88 in the .pdf file.

RFP CORRECTIONS/QUESTIONS

1. Reference page L-18, Experience and Past Experience. Does the limitation of five contracts (current or completed within the past three years) refer to the Contractor's team as one entity or represent a limit for each "team member"?

Answer: The limitation of five contracts (current or completed within the past three years) refers to the Offeror as one entity, not as five contracts for each entity that is a part of the Offeror. This will be further clarified in the final RFP.

2. Spelling error. Page 4, Proposed Fee Concept under IV Conditions for Change. The sixth line down should read "...by plus OR minus" rather than "plus OF minus."

Answer: We will correct this spelling error in the final RFP.

3. Spelling error. Page C-19, second paragraph, last sentence, "...operation PHASE" instead of "operation PHRASE."

Answer: We will correct this spelling error in the final RFP.

4. Section L, Page L-18, L.4e.1 - comment
Given the breadth and uniqueness of the scope of work for the project, it would seem likely that more than five projects will be required to show adequate experience in all areas. Would suggest the period be expanded to projects completed within the past 6 years for the same reason.

Answer: We do not anticipate a change in this area.

5. Section I, Paragraph I.48, Page I-79
Will DOE permit an offeror to propose key personnel from a concurrent DOE solicitation, as key personnel on the OCRWM M&O contract (RFP NO DE-RP08-00NV12101)? If yes, please explain how this will impact the evaluation of the key personnel.

General Recommendation - that each offeror indicate on key personnel resumes when those individuals are being proposed on other concurrent solicitations.

Answer: Please review the Commitment Statement in Section L, Attachment D—Key Personnel Format. We expect this to be honored.

6. Section L, page L-10, Paragraph L-2(I)(4)
The referenced sentence is incomplete. Recommend this sentence be changed to read: "File organization on the CD-ROM should be referenced to the RFP. In addition, at a minimum, the offeror shall provide hyperlinking from the Table of Contents to the proposal sections."

Answer: The comment has been incorporated.

7. Section H, Paragraph H.55, Page H-27
Is the use of the word "except" in the first sentence correct or should it be "accept"?

Answer: The correction will be reflected in the final RFP.

8. Section I, Paragraph I-61, Page 106

The referenced paragraph includes references to the Pantex facility. If this clause is not deleted, the references should be corrected to reflect contract information relevant to Yucca Mountain.

Answer: The corrections will be reflected in the final RFP.

9. Section L, Attachment A
Please provide source references for documents listed without Internet Web address information.

Answer: Section L, Attachment A, will contain addresses for referenced documents in the final RFP. References not available when the final RFP is issued will be posted in a separate document entitled “Additional References”, as they become available.

10. Section L, Paragraph L.6(f)
Strongly support technical evaluation and interview session as opposed to oral proposal. However, please clarify what DOE is expecting from the contractor during the first Group Interview period (8:00 – 10:00 am). Does DOE want a short introductory presentation or will the entire two hours involve questions and answers only? Are all proposed key personnel invited to this first interview period? Can a small number of other individuals be invited such as Corporate representatives?
11. Key Personnel Interviews and Resumes - Page L-17, Section (1) How many total personnel allowed at orals?
12. Page L-17 and L-22 have two different sequences for the Group I Page L-17 and L-22 have two different sequences for the Group Interview. Do they occur at the start or the end? How are you going to conduct it?
13. Do the interviews occur at the start or the end? How are you going to conduct it?

Answer to 10, 11, 12, & 13: Section L.4(c), Key Personnel, of the final RFP will be revised to clarify that the two hour group interview with all key personnel who are present will be conducted first, from 8:00am to 10:00am in the morning. In addition, this section will be revised to reflect that the Source Evaluation Board shall interview select members of the Offeror’s key personnel. These shall include the proposed General Manager, or equivalent position, and three additional key personnel of the Offeror’s choosing. Attendees who are not key personnel will not be included in the group interviews.

14. Experience and Past Performance; Page L-18, Section (1) Doesn’t include management and operations of DOE facilities, construction, subsurface facilities, A/E-CM, spent fuel handling/storage systems design/construction, waste package design, quality.

Answer: These items are included on page L-18, Section (1) where we note that DOE will consider execution of work relevant to the Statement of Work.

15. Introduction Letter: States that the base contract will be for 5 years plus transition period with up to five option years. Other RFP statements indicate 1 5-year period with 1 5-year option. Is the option period one 5-year block or single year options?

Answer: The option years are for single year option periods up to 5 years.

16. Page L-10: Is there a page limitation for the Experience section in(e)(1)page L-18? Why so little weight to this factor?

Answer: No, other than staying within the 200 page limit for Volume II of the Offeror's proposal. The SEB will review your comment regarding the weight to this factor.

17. There is a slight mismatch between Section L and Section M. Different terms are used, Section M asks for items not mentioned in Sec. L. Please clarify.

Answer: Without specifics, we cannot respond to this comment. As such, please feel free to provide the SEB with specifics regarding differences in terms.

18. Section H - Special Contractual Requirements
H - 9 Assumption of Existing Agreements and Subcontracts
Will redacted copies of the existing agreements and Subcontracts of the current M&O team members be made available?

Answer: No.

19. H - 53 Price Anderson Act Non compliance
It is our assumption that this clause is effective at the start of the contract; is that correct?

Answer: Yes.

20. Section I Contract Clauses
I - 61 (a) DEAR 970.54 Pre Existing Condition
Reference to Pantex should be Yucca.

Answer: The error will be corrected in the final RFP.

21. Section L Instructions, Conditions, and Notices to Offerors
L - 4 (C) Key Personnel Interviews and Resumes

Confusing words regarding "Oral Briefing " when the interviews are described. Is an oral briefing similar to a presentation? Please define.

Answer: An error was made in the draft RFP; there will be no "oral briefing" as part of the interview process.

22. Contract Administration

Sec G, page G-3, G.1(a)

Can the contracting officer, unilaterally, modify the estimated cost in B-3?

Answer: The only time that the Contracting officer would most likely unilaterally modify the estimated cost in B-3 is when exercising an option in the Contract. All others changes to the estimated costs would generally be done by a bilateral modification.

23. Special Contract Requirements

Sec H p.H-8 Regarding "Travel Restrictions", provision would be made changing the limitation of travel by mutual agreement.

Answer: All Section H clauses can be revised by mutual agreement between DOE and the selected contractor as a contract modification.

24. Sec H p.H-24 Regarding the "Litigation Management Plan", the 60 day period for submitting the plan should commence after the end of the transition period.

Answer: Concur. The clause will be changed in the final RFP to reflect that the 60 day period for submitting the plan commences after the end of the transition period

25. Clause H.19, "Work Control System," as written, appears to place additional risk on the contractor beyond that contemplated by the Limitation of Funds Clause. Specifically, H.19 states that the "no costs shall be incurred until the Contractor has submitted, in a form and substance acceptable to the Contracting Officer, an annual budget of estimated costs..." We note that the contractor's ability to finalize an acceptable budget estimate could be impacted by a number of events beyond the its control. Additionally, it may be impracticable for the Contractor to cut off incurrence of costs pending approval of a budget. Because the Limitation of Funds clause already put the contractor at risk for working with out obligated funds, would DOE consider revising H.19 to provide that the contractor is not entitled to any fee for periods of time that it works with out an approved budget in lieu of the provision that prohibits incurrence of cost?

Answer: Thank you for this comment. This clause will be revised in the final RFP.

26. H.19 Work Control System, as written, appears to place considerable risk on the contractor that might severely impact DOE's programs. In particular, H.19 states that the contract shall not incur any costs until the Contractor has submitted, in a form and substance acceptable to the Contracting Officer, an annual budget of estimated costs. This appears to leave the consideration of "acceptability" totally to the discretion of the CO. Furthermore, ability to finalize budget estimates could be impacted by a number of events beyond the contractor's control. For example late completion of the DOE appropriations act could prevent timely submission of the budget. Under the contract terms as written, however, the contractor would be required to furlough employees in the absence of an approved budget, potentially impacting critical milestones that are critical to DOE's mission. We request that this clause be deleted and replaced with requirements for cost and schedule control.

Answer: Thank you for this comment. This clause will be revised in the final RFP.

27. Would DOE consider adding FAR 52-246-25 Limit Liability services? This clause appears consistent with the inspection requirement in Section E.

Answer: Yes, DOE will consider adding FAR 52.246-25, Limitation of Liability - Services.

28. H.6 The proposed language requires the contractor to assume accountability for government property "upon execution" of the contract. "Under the Government Property Clause, " the Contractor has limited risk of loss for government property. One area where the contract imposes a risk of loss is in situations where the contract fails to maintain an adequate property control system. During the transition, the contractor would be expected to review the property system and address inventories and other reviews necessary for the contractor to meet its obligations under the contract. Accordingly, because the contractor could not responsibly accept transfer as of execution of the contract, would DOE revise this provision to require the contractor to accept transfer at the completion of the transition?

Answer: Yes, DOE will revise this provision to require the contractor to accept transfer at the completion of the transition. Please see DEAR 970.5204-21, entitled "Property."

29. The language of H.9 uses the term "assume responsibility" with respect to the obligations of the existing site contractor. Because this assignment will occur through a transfer agreement executed by the incumbent, the new contractor and DOE, we recommend revising the clause as follows:

Existing contractual agreements entered into by the incumbent contractor will be assigned to the Contractor upon the effective date of this contract. The

contractual agreements shall include: (a) all subcontracts and purchase orders, (b) cooperative research and development agreements, (c) consent orders, (d) regulatory agreements and permit requirements, collective bargaining agreements, the Site Stabilization Agreement, lawsuits and other litigation matters and (e) other agreements in effect upon execution of this contract. During the transition period, the Contractor, the incumbent contractor and DOE shall negotiate a transfer agreement to address the parties' rights and obligations with respect to the transferred contractual agreements and obligations. Upon execution of a tri-party transfer agreement, the Contractor shall accept transfer and assume responsibility and accountability for assignment of existing commercial and regulatory obligations of the incumbent contractor.

Additionally, we understand that a significant portion of the work is being performed by the incumbent's teaming subcontractors. We assume that the Contractor is not expected to assume these obligations. Please confirm this assumption. Additionally, would DOE identify those teaming subcontractors that are not intended to be assigned to the new Contractor?

Answer: It is DOE's intention that a three-party transfer agreement will not be utilized; the successor contractor will assume all existing contractual agreements as of the expiration date of the predecessor contract. In addition, the successor contractor is expected to assume open obligations of the incumbent's teaming subcontractors.

30. Would DOE consider deleting the first sentence of H.12. The term "shall be responsible for" is ambiguous in an employer-employee relationship. The remainder of this paragraph appears to adequately establish the Contractor's independent contractor status.

Answer: Yes, DOE will delete the first sentence of H.12.

31. We assume the purpose of clause H.18 is intended to encourage the contractor to be proactive in developing rationales for limiting the long term liabilities (e.g., post retirement medical; defined benefit pension and severance) for personnel on the Site Characterization Project. Because this goal is better reflected in a planning documents, we recommend that DOE delete H.18 and include a requirement for submission of a plan by the contractor to address continent liabilities for benefit programs.

Answer: The SEB has decided that it would be more advantageous to allow the successor contractor more time to submit a plan.

32. H.26 Does DOE intend DOE Order 350.1 to apply to all teaming subcontractors? Will teaming subcontractors be allowed to maintain some of the their home office benefits, consistent with the existing practice for the project?

Answer: DOE intends that DOE Order 350.1 applies only to the separate corporate entity required by the H. Clause entitled, "Separate Corporate Entity." As such, if the teaming subcontractors are not part of the Separate Corporate Entity, the RFP does not preclude teaming subcontractors to maintain some of the their home office benefits as long as they are allowable, allocable, and reasonable under the cost principles.

33. Section L, Attachment C, page L-41, B.1

Expand SBSP table to specify:

- what particular subsections of Section C (or the WBS) that the small business subcontractor will perform
- if and how many years of project experience in these areas
- name of any personnel provided by the small business contractor named in "Key Personnel"

Answer: The SEB will not expand the SBSP table beyond the model provided.

TRANSITION

1. At the top of page C-13, "In 2000, OCRWM plans to issue the Site Recommendation Considerations Report to support public hearings." The second sentence of the following paragraph states, "Contractor shall provide the necessary support for the release of the Site Recommendation Considerations Report." If the SRCR is to be released in 2000 and the transition period doesn't start for the new contractor until November 15, 2000, it seems that the new contractor will not be able to support the release of this document? Could the DOE please clarify this point?
2. Page C-13; Section 5.0: The SR Consideration Report will be issued during the Transition Period of the contract. Is the current Contractor directly responsible for activities that occur during that time, or does the new Contractor take over direct management of those activities, based on the Transition Plan submitted in the proposal?

Answer to 1 & 2: Good Comment. The final RFP will identify the SRCR post-release responsibilities the new contractor may have to provide.

3. Section B, Page B-3, B.3 Comment
The transition period from November 15 to February 11 covers two or three major holiday periods. DOE will need to ensure that the essential existing contractor and DOE personnel will be available during this period to perform an effective transition.

Answer: Thanks for the comment. The SEB will forward this concern to the Transition Team.

4. Page L-17 appears to encompass two Transitions, the one from award to contract start, and then it includes additional near term milestones. Please clarify.

Answer: The Offeror is required to provide only one Transition Plan. That plan should describe the Offeror's approach to accomplishing major near term milestones following the end of the transition period of February 11, 2001 along with other near term milestones which may support the major milestones.

5. We might want to suggest a fixed fee for the transition period, rather than no fee.

Answer: Thanks for the comment. The SEB will take this into consideration.

6. The incumbent contractor is as important to a transition as the new contractor. Hence, the current contractor should be incentivized to ensure all the objectives of the transition plan are accomplished per the plan.

Answer: Thanks for the comment. The SEB will take this into consideration.

MISCELLANEOUS

1. When will the decision be made as to what company will be awarded the new contract?

Answer: The SEB anticipates that the Source Selection Official will make his decision prior to November 15, 2000.

2. Does Bechtel have a conflict of interest for the current opportunity because of their operating the Nevada Test Site for the DOE?

3. Section C, Paragraph 3.0, Page C-7; Section I, Paragraph I-14, Page I-25; Section K, Paragraph K-16, Page K-18

Section 3.0 identifies the ways in which the Nevada Operations Office interacts with the OCRWM program. DOE currently has an M&O contractor responsible for the Nevada Operations office. Is that contractor or its affiliates barred by the RFP's conflict of interest provisions from competing for or participating in the Yucca Mountain M&O contract? If not, is the participation of the contractor or its affiliates restricted in any way in this competition or the future procurement?

Answer to 2 & 3: Bechtel National, Inc. would not have a conflict of interest for the current opportunity as a result of Bechtel Nevada operating the Nevada Test Site. However, Bechtel Nevada is prohibited from submitting a proposal since they are a Management & Operating Contractor for the Nevada Test Site.

4. Does any M&O contractor have a conflict of interest for the current opportunity because of their operating as an M&O prime for other DOE or DOD facilities?

Answer: It should be noted that M&O contractors are prohibited from submitting a proposal. Only a parent company or an affiliate could submit a proposal.

5. On page C-12, under "Program Integration Functions," the Draft RFP states: "The contractor shall support the Program's international activities. Can the DOE be more specific about what those activities would include?"

Answer: The final RFP will be more specific about the support required, noting that the Contractor shall provide technical support for the implementation of the OCRWM International Program's information exchange activities with other nations along with participation in information sharing and consensus development activities sponsored by international agencies.

6. If a cask supplier were on the successful M&O's team, would that prevent the cask supplier from bidding on the waste acceptance & transportation phase of the work as a regional service contractor?

Answer: No. However, depending on the circumstances, the Organizational Conflict of Interest (OCI) clause would require a mitigation plan if there is an (OCI) problem, like unfair competition or a conflict of interest.

7. On page C-18 under Environmental, Safety and Health Functions, middle of the first paragraph, it states: "The Contractor shall develop and maintain implementing procedures that translate the Safety Requirements Document requirements into work procedures and processes." When will the Safety Requirements Document be completed and available?

Answer: The Safety Requirements Document has been re-named as the Integrated Safety Management Plan. This change will be reflected in the Final RFP. It is anticipated that this document will be available mid-April 2000.

8. On page C-11, the wording states, "The Contractor shall manage work using integrated technical management systems in accordance with the Strategic System Management Policy." What is the Strategic System Management Policy?

Answer: The purpose of this document is to establish integrated management system processes and related requirements necessary to manage the CRWM Program. This document can be found at the following internet address:
<http://www.rw.doe.gov/progdocs/SSMP/ssmp.htm>.

9. Reference page C-16, Section 9.0. Will the Contractor be responsible for designing, procuring, or building the rail spur under this procurement?

Answer: The contractor will be responsible for upgrading or establishing the transportation infrastructure within the State of Nevada, which could include a rail spur to the receiving facility at Yucca Mountain.

10. Reference pages C-7&8, Section 3.0. Is the Contractor free to contract separately for any and/or all of the services (e.g., fire protection, emergency medical services, facility maintenance, bus transportation) currently provided by the NTS (Bechtel Nevada) or only for site security?

Answer: All of the services currently provided by the NTS may be contracted for separately based upon make or buy analysis, the best overall interest of the government, and as approved by DOE.

11. The current wording of Section 19 (Draft Scope of Work, Paragraph 19, National Transportation Functions) states that the M&O contractor may be responsible for transportation services or they may be performed by Regional Service Contractors. This creates a quandary for firms that are expert in spent fuel transportation services since, if the scope is to be performed by the M&O, they need to be a part of that organization. On the other hand, if RSCs are to be used, they need to carefully avoid performing in a manner that would be perceived as a conflict of interest when the RSC solicitation is performed.

Nuclear materials transportation is vital to the success of OCRWM. Is it possible to clarify Section 19 so that the firms most qualified to perform the transportation services function aren't inadvertently excluded from participating due to this uncertainty in work scope definition?

Answer: We will carefully look at paragraph 19 of the Scope of Work to ensure the language there avoids any inadvertent exclusion of firms which have expertise in the transportation of spent nuclear fuel.

12. In Section C.19, "National Transportation Functions", DOE states - - "The contractor may be responsible for spent fuel and high-level nuclear waste transportation services."

Does the Department intend that the team ultimately selected to serve as the Yucca Mountain M&O possess the capability to package, transport, and manage the shipment(s) of spent nuclear fuel?

Or rather, is it the Department's intention that the team ultimately selected to serve as the Yucca Mountain M&O have the ability to manage an independent contractor who would package, transport, and manage the shipment(s)?

Answer: The Offeror's proposals will be evaluated only on their ability to integrate the Waste Acceptance and National Transportation functions if provided by another contractor. The present DOE plan is to utilize Regional Services

Contractors to provide these services, through direct DOE contracts. A separate draft RFP has been prepared for these services, with a tentative final RFP to be issued in August 2001.

13. In order to effectively complete a Safety Analysis Report (DOE Order 5480.23) and the requirement of DOE Order 5481.1B, Human Factors Engineering must be included (see DOE-STD-3009.94 for expansion of this thought).

Also, it appears that only certain sections of DOE Order 6430.1A, General Design Criteria, has been superseded by DOE O 420.1, Facility Safety. The section of 6430.1A that appears replaced or cancelled by DOE O 420.1 is "Nuclear and Explosives Safety Requirements." Question: Should the rest of DOE Order 6430.1A apply to YMP, with emphasis on Section 1300.12, Human Factors Engineering?

There appears no requirement to meet maintainability issues, for example DOE Order 4330.4B, Maintenance Management Program. There may be Human Engineering issues concerning maintainability. Is maintainability (equipment design and installation) a part of YMP?

Answer: Refer to Section J, Appendix E for a list of applicable DOE Orders.

14. Comment: I attended the Pre-Solicitation Conference and appear on the Preliminary Attendance List given out at the conference. However, I do not appear on the list given on the internet. Can you please correct this? Thank you.
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Answer: We have updated the Attendance Listing on the Internet.

15. Section I, Paragraph I-14, Page I-25 Section K, Paragraph K.16, Page K-18

The DOE has separate contracts with certain contractors (e.g. Booz-Allen, Golder & Assoc, SAIC, etc.) to provide various types of services relating to Yucca Mountain. Are the holders of these support services contracts barred by the RFP's conflict of interest provisions from competing for or participating in the Yucca Mountain M&O contract? If not, is the participation of these companies restricted in any way in this competition or the future procurement?

Answer: No, the holders of these support services contracts are not barred by the RFP's conflict of interest provisions from competing for or participating in the

Yucca Mountain M&O contract. However, the holders of these support services contracts would have to take such action to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contracting Officer.

16. Page C-26

Page C-26 provides the funding profile for the program, what is the 10 year funding profile planned for the M&O contract?

Answer: We have not calculated a ten-year funding profile for the M&O contract. We are developing a funding profile for the first five years of the contract for fee purposes. That profile will be provided in Section B of the RFP.

17. Section C, Paragraph C6.0; Page C-13 (1st Paragraph; 2nd sentence) "If the site is recommended and approved without delays, the date scheduled for license application submittal is March 2002." This date is listed as a Performance-Based Milestone. Is the current approved program base line for this milestone March 2002?

Answer: The Project Summary Schedule will be placed on the internet. The approved baseline for this milestone is March 2002.

18. Section C, Paragraph C3; Page C-26 and C-27; (Last Paragraph Page C-26; first sentence)

"FY 2000 appropriations for the program were less than the amount requested, which would result in a delay in some near-term milestones." The first 5 years (FY01-FY05 in Draft RFP, Page C-26) totals \$2.876B. How does this reconcile to Page B-3 paragraph B.3 (b) where the program is estimated to be \$3.1B?

Answer: Section C.3 in the final RFP will reflect total program appropriation request estimates from the OCRWM Program Plan, Revision 3. The total appropriation request estimates for the management contract have not been separately established.

19. Section I, Paragraph I-37(h)(3), Page I-70 This section of the Contractor Purchasing System clause, entitled "Prevention of Conflict of Interest," addresses restrictions on the ability of a subcontractor (and its affiliates) to participate in both the design and construction of facilities under the contract. Are there any restrictions that apply to a prime contractor and its affiliates (including members of an LLC or joint venture) with regard to design and construction? Please elaborate under what circumstances either a prime contractor or subcontractor (or their affiliates) may either design or be involved in the design of the surface and/or sub-surface facilities and construct or be involved in the construction of such facilities. If this is permitted, what restrictions apply?

Answer: The primary purpose of the new contractor is planning, managing, and integrating of various activities and functions to support the OCRWM mission.

While there are not specific acquisition restrictions that apply to a prime contractor and its affiliates with regard to design and construction, the contractor is always required to avoid conflicts of interest. FAR 9.501 defines conflict of interest to include activities or relationships with others that render a person unable or potentially unable to render impartial assistance or advice to the Government, or that a person's objectivity might be impaired or a person has an unfair competitive advantage. A contractor would have to appropriately address these issues with regard to design and construction activities. DEAR 970.5204-22 describes fairly well what happens with design and construction at the subcontract level.

20. General Recommendation - During the Pre-solicitation Conference a member of the board indicated they were considering accelerating the award date substantially. Do you intend to redefine the contract award date to allow bidders to reflect impacts upon transition costs?

Answer: This is under discussion and will be determined by the final RFP.

21. Page C-16; Section 9.0: The first paragraph discusses maintenance and operation of the scientific research facility (ESF) and construction of any additional facilities/systems to support the potential repository. It also states the scope includes: operating all repository facilities. Is this paragraph referencing only O&M and construction to support scientific work prior to the start of pre-emplacement construction work?

Answer: No. Section 9.0 in the first sentence states that the Contractor shall provide, maintain and manage the structures, systems and components associated with the repository. In addition, the pre-emplacement construction is also included in the scope of work.

22. Page C-16; Section 9.0: The second paragraph states that the Contractor is responsible for material control and accountability functions when fuel is received. Is this referencing waste acceptance activities in 2010, or is this referencing setting up the program for material control?

Answer: The contractor will be responsible for setting up the program for material control and for implementing it when fuel is received at the repository.

23. Page C-20; Section 16.0: This section describes the conceptual design of the subsurface and surface facilities for license application. Where are the detailed design activities for the pre-emplacement repository design discussed?

Answer: This Section is not limited to conceptual design. The Contractor shall be responsible for the design functions.

24. The scope does not discuss the Contractor's activities associated with the pre-emplacement construction work, or the repository operation and construction development work after 2010.

Answer: Section C2.9.0 states that the Contractor shall provide the structures, systems and components needed for repository operations.

25. Page C-22; Section 18.0: Should the proposal include capabilities for a-reactor-site storage facility design, construction, licensing, and operation?

Answer: As noted in the introduction to Section L.4, the Offeror should address its capabilities to integrate these functions if they are performed by other contractors. The Offeror's proposal will not be evaluated on how those functions would be accomplished.

26. Pages C-26 and C-27; Section C3: Are the funding estimates shown in C3 the total OCRWM estimate or the M&O contract estimate? What portion of the funding estimates are strictly M&O?

Answer: Section C.3 in the final RFP will reflect total program funding estimates from the OCRWM Program Plan, Rev. 3. The total funding estimates for the management contract have not been separately established.

27. Section C - Description/Specification
C3

Please Clarify " Strategic System Management Policy". Is this document currently available?

Answer: The purpose of this document is to establish integrated management system processes and related requirements necessary to manage the CRWM Program. This document can be found at the following internet address:
<http://www.rw.doe.gov/progdocs/SSMP/ssmp.htm>.

28. Will DOE require the Contractor to hire any of the incumbent staff?

Answer: The final RFP will not contain a requirement to hire any of the incumbent staff.

29. It would be helpful if DOE could provide a list of OCRWM Prime contractors.

Answer: The following is a list of OCRWM prime contractors:

Alpha Services
Atomic Energy of Canada Limited (AECL)
Booz, Allen & Hamilton, Inc.
Jason Associates Corporation

KPMG
Quality Services Associates, Inc.
RS Information Systems (RSIS)
Science Applications International Corporation (SAIC)
TRW

30. Per Clause H-9, please identify all applicable contract obligations of TRW.

Answer: This information will be provided to the successor contractor during transition.

31. Will the contractor have the opportunity to validate the OCRWM baseline documentation and Configuration Management Information System during transition before acceptance?

Answer: No.

32. Are the TRW Business Systems currently in use at the Yucca Mountain site proprietary and if so will they have to be replaced by the contract take over date?

Answer: We will specify in the final RFP those business systems that are expected to transition to the successor contractor and those that will need to be replaced.

33. Section J Appendix E, page 22 DOE-G450.4-1 references the ISMS guide. Please clarify the objectives and status for the prime contract regarding the implementation of ISMS for this contract.

Answer: The objective of ISMS is to systematically integrate safety considerations into management and work practices at all levels to accomplish missions while protecting the public, the workers, and the environment. Internal verification is scheduled to be complete by the end of April and the external verification by end of July, 2000. In addition, see Section C2. 13.0, "Environment, Safety and Health Functions," of the RFP statement of work for the Contractor's responsibility regarding ISMS.